

September 4, 2019

Dion Novak, Remedial Project Manager
United States Environmental Protection Agency, Region 5
Superfund Division-Remedial Response Branch 2
77 West Jackson Boulevard
Chicago IL 60604-3590

RE: Request for Information Pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
Franklin Street Groundwater Site, Spencer, Indiana
Property Address: 10 S Sycamore Street, Spencer, IN 47460

Dear Mr. Novak

This letter is in response to your request in the above referenced matter dated July 22, 2019. I had 21 days from the date of the initial notice to respond; however, I subsequently asked for an extension of time which was granted by Dion Novak to September 14, 2019.

Pursuant to your request under Section 104(e)(2) of CERCLA, 42 U.S.C. § 9604(e)(2), the following responses are issued:

(a) The identification, nature and quantity of materials which have been or are generated, treated, stored or disposed of at a vessel or facility or transported to a vessel or facility:

IDEM has visited the site on numerous occasions due to the nature of the business that operated upon the site i.e. salvage facility/metal recycling station and/or like and related purposes. Owner has leased the premises to Tim Swank and a copy of said lease is attached hereto and made a part hereof and marked as Exhibit "A". IDEM has identified the material as Construction/Demolition Waste and a copy of their reports are attached hereto and made a part hereof and marked as Exhibit "B". At no point was Perchloroethylene (PCE, PERC) identified as a chemical used upon the premises. Prior to the purchase by E & G Properties, LLC the site was a lumber yard known as Winders Lumber. It is unknown how long that business operated upon the premises.

(b) The nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from a vessel or facility:

I am not aware of any release or threatened release of any hazardous substance or pollutant or contaminant at or from a vessel or facility.

(c) Information relating to the ability of a person to pay for or to perform a cleanup.

I am unable to answer as to the financial means of the former owners of the real estate.

E & G Properties LLC is a limited liability corporation incorporated for the purpose of rental real estate. It owns approximately 10 properties. It uses the business model which allows for the payment of wages & salaries, expenses, and cost of operation, with little to no retained earnings.

Pursuant to your Information Request, the following responses are given:

1. Identify all persons consulted in the preparation of the answers to these Information Requests.

Gordon Wells, 546 W Phillips Rd, Spencer, IN 47460

2. Identify all documents consulted, examined or referred to in the preparation of the answers to these Requests, and provide copies of all such documents.

Property records including property record card and deeds of record.

3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons.

*Tim Swank, Lessor
326 S Washington St
Spencer IN 47460*

*Linda Kay Winders, the unremarried spouse of Danuel G. Winders
5009 W September Drive
Bloomington IN 47404*

To my knowledge, all other former property owners are now deceased.

I have attached deeds of record dating back to 1983 for your review.

4. List the EPA Identification Numbers of the Respondent.

To my knowledge, there are no EPA identification numbers associated with the respondent.

5. Identify the acts or omissions of any persons, other than your employees, contractors, or agents that may have caused the release or threat of release of hazardous substances, pollutants or contaminants and damages resulting therefrom.

I am not aware of any release or threatened release of hazardous substances, pollutants, or contaminants at the facility; therefore, I am not aware of any acts or omissions of any persons related thereto.

6. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances by you, your contractors or by prior owners and/or operators.

*Tim Swank, Lessor
326 S Washington St
Spencer IN 47460*

*Linda Kay Winders, the unremarried spouse of Danuel G. Winders
5009 W September Drive
Bloomington IN 47404*

*IDEM
Nicholas Carr and/or Kaye Driskell
100 N Senate Avenue Rm N-1101
Indianapolis IN 46204-2251*

7. Did you ever use, purchase, store, treat, dispose, transport or otherwise handle any hazardous substances or materials? If the answer to the preceding question is anything but an unqualified "no", identify:

No

(a) The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;

(b) Who supplied you with such hazardous substances;

(c) How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

(d) When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

(e) Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and

(f) The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.

8. Have you or any other person working with you or on your behalf ever accepted waste materials for transportation to the Site (to transshipment site) from any person? If the answer to this question is anything but an unequivocal no, identify:

No.

(a) The persons from whom you or such other persons accepted waste materials for transport to the Site;

(b) Every date on which waste materials were so accepted or transported;

(c) For each transaction, the nature of the waste materials accepted or transported, including the chemical content, characteristics, physical state (e.g., solid, liquid) and the process for which the material was used or the process which generated the material;

(d) For each material, describe any warnings given to you with respect to its handling;

(e) The owner of the materials so accepted or transported;

(f) The quantity of the material involved (weight or volume) in each transaction and the total quantity for all transactions;

(g) All tests or analyses and analytical results concerning each material; and

(h) The price charged for transport and/or disposal per drum, barrel, container, load (or whatever unit used) of waste materials brought to the Site).

9. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing or otherwise handling hazardous substances or materials at the Site.

To my knowledge, none of the activities occurred on this property site.

10. State the dates during which you owned, operated or leased the Site and provide copies of all documents evidencing or relating to such ownership, operation or lease arrangement (e.g., deeds, leases).

E & G Properties LLC purchased the real estate in September of 2008. Please see deeds attached hereto, made a part hereof, and marked as Exhibit "C".

11. Provide information about the Site, including but not limited to the following:

(a) Property boundaries, including a written legal description;

See attached Exhibit "C"

(b) Location of underground utilities (telephone, electrical, sewer, water main, etc.);

I have no resources to provide this information.

(c) Surface structures (e.g., buildings, tanks);

There is a single structure located at the address of 10 Sycamore Street, Spencer, IN 47460.

(d) Ground water wells, including drilling log;

None

(e) Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s) and other underground structures; and where, when and how such systems are emptied;

The building utilizes the Town of Spencer's wastewater treatment system and storm water drainage system.

(f) Any and all additions, demolitions or changes of any kind on, under or about the Site, to its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the Site; and

I have no knowledge as to when the building was built nor any alterations, additions, or demolitions. I bought the property in 2008 and it contains the same footprint as it did when purchased.

(g) All maps and drawings of the Site in your possession.

I have no maps or drawings related to the address of 10 Sycamore St, Spencer

12. Identify all past and present solid waste units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas) on the Site (or your property). For each such solid waste unit identified, provide the following information:

To my knowledge, there are no past or present solid waste units on the property site.

(a) A map showing the unit's boundaries and the location of all known solid waste units whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;

(b) The type of unit (e.g., storage area, landfill, waste pile), and the dimensions of the unit;

(c) The dates that the unit was in use;

(d) The purpose and past usage (e.g., storage, spill containment);

(e) The quantity and types of materials (hazardous substances and any other chemicals) located in each unit;

(f) The construction (materials, composition), volume, size, dates of cleaning and condition of each unit; and

(g) If unit is no longer in use, how was such unit closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.

13. Identify the prior owners of the Site. For each prior owner, further identify:

See attached Exhibit "C"

(a) The dates of ownership;

See answer above.

(b) All evidence showing that they controlled access to the Site; and

The question is not understood.

(c) All evidence that a hazardous substance, pollutant or, was released or threatened to be released at the Site during the period that they owned the Site.

To the best of my knowledge, there were no known releases or threatened releases at the site.

14. Identify the prior operators, including lessors, of the Site. For each such operator, further identify:

I am unable to answer as to any previous "operators". I currently lease the facility to Tim Swank as evidenced by the Lease attached as Exhibit "A".

(a) The dates of operation;

(b) The nature of prior operations at the Site;

(c) All evidence that they controlled access to the Site; and

(d) All evidence that a hazardous substance, pollutant or contaminant was released or threatened to be released at or from the Site and/or its solid waste units during the period that they were operating the Site.

15. Provide copies of all local, state and federal environmental permits ever granted for the facility or any part thereof (e.g., RCRA permits, National Pollutant Discharge Elimination System permits).

To my knowledge, there have not been any local, state, or federal environmental permits ever granted for the property site.

16. Did the facility ever have "interim status" under RCRA? If so, and the facility does not currently have interim status; describe the circumstances under which the facility lost interim status.

To my knowledge, the property site has never had an "interim status" under RCRA.

17. Did the facility ever file a notification of hazardous waste activity under RCRA? If so, provide a copy of such notification.

To my knowledge, the property site has never filed a notification of hazardous waste activity under RCRA.

18. Provide all reports, information or data related to soil, water (ground and surface) or air

quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well as documents containing analysis or interpretation of such data.

I do not have copies of any of the above referenced reports nor do I know if any even exist.

19. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrology or air quality on or about the Site? If so, identify:

No.

- (a) What the nature and scope of these investigations will be;
- (b) The contractors or other persons that will undertake these investigations;
- (c) The purpose of the investigations;
- (d) The dates that such investigations will take place and be completed; and
- (e) Where on the Site such investigations will take place.

20. Identify all leaks, spills or releases into the environment of any hazardous substances, pollutants or contaminants that have occurred at or from the Site. In addition, identify:

To my knowledge, no leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants have occurred at the property site.

- (a) When such releases occurred;
- (b) How the releases occurred;
- (c) The amount of each hazardous substances, pollutants or contaminants so released;
- (d) Where such releases occurred;
- (e) Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;
- (f) Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface) or air testing

undertaken; and

(g) All persons with information relating to these releases.

21. Was there ever a spill, leak, release or discharge of hazardous materials into any subsurface disposal system or floor drain inside or under the (Name of PRP) building? If the answer to the preceding question is anything but an unqualified "no," identify:

No.

(a) Where the disposal system or floor drains were located;

(b) When the disposal system or floor drains were installed;

(c) Whether the disposal system or floor drains were connected to pipes;

(d) Where such pipes were located and emptied;

(e) When such pipes were installed;

(f) How and when such pipes were replaced, or repaired; and

(g) Whether such pipes ever leaked or in any way released hazardous materials into the environment.

22. Did any leaks, spills or releases of hazardous materials occur on the Site when such materials were being:

To my knowledge, no leaks, spills, or releases of hazardous materials occurred on the site.

(a) Delivered by a vendor;

(b) Stored (e.g., in any tanks, drums or barrels);

(c) Transported or transferred (e.g., to or from any tanks, drums, barrels or recovery units);
and

(d) Treated.

23. Has soil ever been excavated or removed from the Site? Unless the answer to the preceding question is anything besides an unequivocal "no," identify:

During the period of my ownership, I have no knowledge of soil being removed from the site except for possibly during the initial construction in 1962.


- (a) Amount of soil excavated;
 - (b) Location of excavation;
 - (c) Manner and place of disposal and/or storage of excavated soil;
 - (d) Dates of soil excavation;
 - (e) Identity of persons who excavated or removed the soil;
 - (f) Reason for soil excavation;
 - (g) Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials; and
 - (h) All analyses or tests and results of analyses of the soil that was removed from the Site.
24. Provide a list of the customers you supplied hazardous substances to between (date) and (date).

Not applicable, as we have not supplied any hazardous substances to any customers.

DECLARATION

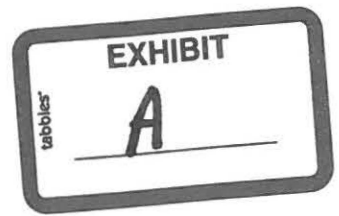
I declare under penalty of perjury that I am authorized to respond on behalf of the Respondent and that the foregoing is complete, true, and correct, to the best of my knowledge.

Executed on the 5th day of September, 2019.



E & G Properties, LLC

By: Gordon Wells, Managing Member



LEASE WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT is executed this 11th day of January 2017, by and between E&G Properties, LLC, an Indiana Limited Liability Company, of Owen County, Indiana, hereinafter called "Lessor", and Tim Swank, of Owen County, Indiana, hereinafter called "Lessee". The parties hereto, intending to be legally bound hereby, agree as follows:

1. **Demised Premises:** Lessor and Lessee agree to the lease of the premises of a certain parcel of real estate situate in the Town of Spencer, County of Owen, State of Indiana described as follows, to-wit:

Beginning at the South end of the cement sidewalk on the east side of Sycamore Street at the junction of the North line of the alley (Pierson Street) along the North side of the J.L. Pierson Second Addition to the Town of Spencer, with the East line of said Sycamore Street near the Southwest corner of the lumber sheds of J.A. McHaley Lumber Yards and running thence East along the North line of said alley 171.7 feet; thence North 132.1 feet to the South line of railroad right of way being at a point 64.50 feet South of the North line of the cement side walk on the North side of Franklin Street; thence South of West along the South line of the railroad right of way to a point on the East line of said Sycamore Street 90.7 feet North of the place of beginning. The Northwest corner of said tract being at a point 103.3 feet South of the North side of the cement walk on the North side of Franklin Street in Spencer and thence South 90.7 feet to the place of beginning, all being in Section 20, Township 10 North, Range 3 West.

AND ALSO: Beginning at a point 10 feet west of a stone which stands 145.2 feet North and 244.6 feet West of the Southwest corner of Lot Number 255 in the Town of Spencer, Indiana, and running thence West 46 feet; thence North about 130 feet to the South line of the Indianapolis and Vincennes Railroad right of way; thence East along the South line of said right of way to a point due North of the place of beginning (about 46 feet), thence South to the place of beginning.

AND ALSO: Commencing at a point where the South side of the Spencer and Bowling Green State Road crosses the West line of Spencer; thence West 13 rods; thence South 55 feet; thence East 13 rods; thence North to the place of beginning.

EXCEPTING THEREFROM: From the Southwest corner of Lot #255 in the Town of Spencer proceed North 89 degrees 55 minutes 00 seconds West for a distance of 31.00 feet; thence North 00 degrees 11 minutes 20 seconds East (an assumed bearing) for a distance of 237.40 feet to a 5/8" x 30" rebar with cap set on the West side of an existing sidewalk for a point of beginning (REF.: Deed Record 148, page 193 of the Owen County Recorder's Office) thence North 89 degrees 55 minutes 00 seconds West for a distance of 138.24 feet to a 5/8" x 30" rebar with cap set; thence North 00 degrees 11 minutes 20 seconds East for a distance of 56.92 feet to a 5/8" x 30" rebar with cap set on the South right of way of the railroad; thence with said right of way North 88 degrees 04 minutes 01 seconds East for a distance of 36.68 feet; thence with said right of way South 89 degrees 34 minutes 19 seconds East for a distance of 101.58 feet to a 5/8" x 30" rebar with cap set on the West side of said sidewalk; thence with said sidewalk South 00 degrees 11 minutes

20 seconds West for a distance of 57.60 feet to the point of beginning, containing 0.18 acres, (7992.36 square feet) more or less.

Commonly known as 10 South Sycamore Street, Spencer, IN 47460.

Mapping #60-10-20-400-400.295-028 (Auditor's book calls for .44 acres, .15 acres and 0.12 acres.)

2. **Term**: This lease shall be for a period of one (1) year, commencing on the 1st day of January 2017, and continuing thereafter through the 31st day of December 2017.

3. **Rental Price**: Lessee covenants and agrees to pay to Lessor rental in the sum of Five Hundred Dollars (\$500.00) per month payable on or before the 1st day of January, 2017 and on the 1st day of each month thereafter during the term of this Lease. If any payment is not in the hands of Lessor by the 10th day of any month, there shall be added a \$25.00 per day late penalty.

4. **Security Deposit**: None Required.

5. **Notices**: Any notice shall be considered to be given when deposited in the United States mail, postage prepaid, or delivered by hand to the person subject to notice at the following address:

To the Lessor: E&G Properties LLC
c/o Gordon L. Wells, Managing Member
705 E. Indiana Ave.
Spencer, IN 47460

To the Lessee: Tim Swank
326 S. Washington St.
Spencer, IN 47460

6. **Right Of Inspection**: It is understood and agreed that the Lessor, having given Lessee a twenty-four hour notice, shall have the right to enter and inspect the premises at all reasonable times to insure maintenance and safety of the premises. In the event of a bona fide emergency, the Lessor may enter upon the property immediately to preserve same from damage.

7. **Acceptance of Premises**: Lessee has inspected the premises and accepts the same in its present condition, "as is".

8. **Restrictions On Use; Maintenance**: The premises are leased for use as a salvage facility/metal recycling station and/or like and related purposes. Lessee agrees to keep the premises in a clean and wholesome condition, and to make small routine repairs to the premises as may be necessary. Lessee is expressly authorized to make minor routine repairs, not to exceed \$500.00, without prior approval of Lessor. Further, the Lessee is expressly authorized to make additional repairs and improvements to the premises in excess of \$500.00 with the prior written approval of the Lessor; Lessor shall not unreasonably withhold consent. All such repairs and improvements are to be at the

Lessee's expense and have been anticipated and are reflected in the negotiated lease rental sum.

9. **Insurance Coverage:** It is expressly understood and agreed that the Lessor of said premises shall be responsible for general liability, fire and extended coverage of insurance. Lessee shall be responsible to secure renters' or contents insurance. Lessee shall maintain liability coverage in an amount of not less than \$ 1,000,000 per occurrence for any personal injury or property damage incurred by any persons during his occupancy of said premises, including but not limited to his invitees and licensees, naming the Lessor as an additional insured on such policy. A certificate of insurance shall be provided to the Lessor.

10. **Untenantable Premises:** In the event that the premises shall be rendered untenable by fire or other casualty, such shall not terminate or give cause for termination of this lease and Lessor may within thirty (30) days elect to repair the same, and on said premises being redelivered to Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so elect to repair then the term hereby created shall cease and determine without any liability on the part of either party, but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction, and if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro rata refund as of the date of such damage or destruction. In case of partial damage or destruction so that a portion of the leased premises remains tenantable, then Lessee shall pay a ratable proportion of the rental reserved according to the part of the premises still tenantable until the premises have been restored to their former condition and thereupon Lessee shall again pay the full rent reserved in this lease. If Lessor fails to elect to repair the damaged portion within thirty (30) days of the fire or other casualty, then Lessee may terminate this lease by a ten (10) day notice to Lessor of Lessee's intention so to do and, at the end of said notice term, this lease shall terminate and the rents shall be pro-rated to that date with an appropriate credit being given to Lessee for the portion of the premises which remained untenable.

11. **Non-assignability:** Lessee shall not transfer any interest in and to this Lease, nor shall the Lessee assign or sublet the said premises or any part thereof or, in their absence or otherwise, permit others to occupy the premises without first having obtained the written consent of the Lessor. If the Lessee violates the provisions of this paragraph, the Lessor may immediately take possession of said premises and in event of litigation may sue and evict any person or persons occupying said premises without making the Lessee a party to said proceedings. *or ensuring compliance*

12. **Utility Bills:** Lessee shall be responsible and shall pay all utility bills on the premises during his occupancy, including electricity, telephone, gas, water, sewer, trash removal, and the like. Lessee shall also be responsible for any charges incurred during his occupancy and billed after his departure. Lessee shall permit no utility lien to attach to the premises.

13. **Real Estate Taxes:** Lessor shall be responsible for all real estate taxes assessed against the property.

14. **Title To Improvements:** The parties acknowledge and understand that any improvements placed upon the property by reason of the leasehold shall become the property of the Lessor upon the termination of this lease; *or upon purchase of the property with consideration given to costs,*

15. **Automatic Renewal of Lease.** This lease shall automatically renew under the same terms and conditions for twelve (12) month periods unless either party gives the other formal written notice, no less than 60 days prior to the expiration of the current lease term, of their intent to non-renew.

16. **Surrender Of Possession:** Lessee covenants that he will quietly yield up and surrender the complete possession of said premises to Lessor at the expiration of this Lease, or any renewal hereof, in as good repair and condition as the same shall have been at any time during the term of this Lease, ordinary wear and tear and acts of God excepted.

17. **Option to Purchase.** Lessor hereby grants Lessee an option to purchase the subject real estate at Fair Market Value as agreed upon by the Lessor and the Lessee. Alternatively, if the Lessor and Lessee cannot agree as to fair market value then fair market value shall be determined by the appraisal of a certified appraiser selected by the Lessor the expense for which shall be borne by the Lessee. Notice of Lessee's intent to exercise the option to purchase shall be made in writing to the Lessor.

18. **Events Of A Default; Remedies:** Default will be construed to be failure to maintain the property in the condition as specified, failure to secure permission for painting or improvements, failure to pay the rental amount in full on or before the 1st day of each month, or the failure to vacate after the violation of a condition as specified herein, or failure to abide by any other term or condition of this Lease. In the event of such default, the Lessor may, with notice to the Lessee, declare all of the Lessee's rights under this lease agreement terminated. In the event of such default, Lessor may take any remedy available at law, and all attorneys' fees associated with the removal of the Lessee from the premises and the collection of any rent due or damages shall be borne by the Lessee.

19. **Terms As Conditions:** The parties further agree that all of the agreements contained in this Lease shall be conditions, and that upon Lessee's failure to comply with any of said agreements and conditions, Lessor shall have the right, at its option, to terminate the Lease upon giving thirty (30) days' written notice to Lessee to that effect. Should Lessee fail to vacate the premises upon the expiration of the said thirty days, Lessor shall have the right to file an action for eviction and any costs and attorney's fees incurred by the Lessor in such an action shall be recoverable by the Lessor.

20. **Successor Liability and Authority to Enter into Contract:** This agreement shall be binding upon all of the heirs, assigns and representatives of the parties to this contract. The parties further assert that each has taken the appropriate steps to gain authority from their respective organization to enter into this contract and that an appropriate resolution, agreement or approval has been given by the legally constituted representatives to execute, deliver and perform the covenants contained herein.

21. **Governing Law:** This contract shall be construed in conformity with the laws of the State of Indiana, and shall not be deemed to limit any rights of the parties under such

laws unless expressly provided for herein. Any part of this lease agreement subsequently found contrary to the laws of the State of Indiana shall not invalidate the other parts or terms of this Lease agreement in that state.

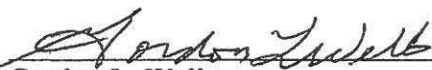
22. **Entire Agreement:** This Lease agreement constitutes the entire contract between the parties and any terms not expressed herein, whether they be written or oral, or other agreements between the parties shall not control this contract. No waivers or modifications of this agreement shall be valid unless in writing, signed by all parties hereto. The Lessee acknowledges receipt of a true executed copy of this Lease at the time of the execution hereof.

IN WITNESS WHEREOF the parties have executed this lease effective this ____ day of January 2017.

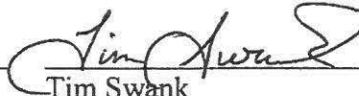
LESSOR:

LESSEE:

E&G Properties LLC



Gordon L. Wells,
Managing Member



Tim Swank

STATE OF INDIANA)

) SS:

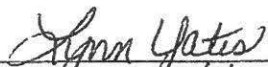
COUNTY OF OWEN)

Before me, a Notary Public within and for said County and State, personally appeared Gordon L. Wells, in his capacity as Managing Member of E&G Properties, LLC, the above named Lessor, who being first duly sworn upon his oath, under the penalties for perjury, did set his hand to the foregoing Lease With Option To Purchase Agreement as his voluntary act and deed.

Witness My Hand and Notarial Seal this 11 day of January, 2017.

My Commission Expires:

Jan. 30, 2021



Lynn Yates, Notary Public
Resident of Owen County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF OWEN)

Before me, a Notary Public within and for said County and State, personally appeared Tim Swank, the above named Lessee, who being first duly sworn upon his oath, under the penalties for perjury, did set his hand to the foregoing Lease With Option To Purchase Agreement as his voluntary act and deed.

Witness My Hand and Notarial Seal this 11 day of January, 2017.

My Commission Expires:

Jan - 30, 2021

Lynn Yates
Lynn Yates, Notary Public
Resident of Owen County, Indiana

THIS INSTRUMENT PREPARED BY:
Jack R. Woodruff, Attorney at Law, Spencer, Indiana.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Southwest Regional Office • 114 South 7th Street, P.O. Box 128 • Petersburg, IN 47567-0128

(888) 672-8323 • (812) 380-2305 • Fax (812) 380-2304 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

March 21, 2019

Mr. Gordan Wells
546 W Phillips Road
Spencer, IN 47460

Dear Mr. Wells:

Re: **Violation Letter**
Franklin & Sycamore Streets
Spencer, Owen County

On 3/13/19 a representative of the Indiana Department of Environmental Management, Office of Land Quality, conducted an inspection of Renaissance Recycling on the corner of Franklin and Sycamore Streets located at Spencer, Indiana. This inspection was conducted pursuant to IC 13-14-2-2. For your information, and in accordance with IC 13-14-5, a summary of the inspection is provided below:

Type of Inspection: Complaint/RM 85824

Results of Inspection: Violations were observed (see attached inspection report).

Please direct any response to this letter and any questions to Kaye Driskill, 317-407-0079 or at kdriskil@idem.in.gov. Thank you for your attention to this matter.

Sincerely,

David E. Holder, Director
Southwest Regional Office

DEH:mkd
Enclosure

cc: Owen County Health Department
Owen County Solid Waste Management District



**REPORT OF OPEN DUMP INSPECTION**

State Form 42033 (r/2-00)

Indiana Department of Environmental Management
Solid Waste Compliance Section
Office of Land Quality
100 North Senate Avenue, Room N-1101
Indianapolis, Indiana 46204-2251

Inspector Name: Kaye Driskill

Inspector Phone: 317-407-0079

Inspection Date: 3/13/2019

Time In: 9:00AM

Time Out: 10:30AM

GENERAL INFORMATION

Name of registration or Tempo (RM):
RM 85824 - Wells

Location: Franklin & Sycamore
Streets, Spencer

County: Owen

PROPERTY OWNER(S)

Name(s) of property owner(s) and/or Company: Gordan Wells

Address (number, city, state, and zip code): 546 W Phillips Road, 47460

Email Address: Unknown

Telephone #: Unknown

RESPONSIBLE PARTY(IES)

Name(s) of property owner(s) and/or Company: Same as Above

Address (number, city, state, and zip code): [Click here to enter text.](#)Email Address: [Click here to enter text.](#)Telephone #: [Click here to enter text.](#)**ACREAGE**

☐ 020 Less Than ¼ Acre ☒ 021 Between ¼ Acre & 1 Acre ☐ 022 Greater than 1 Acre

SOLID WASTE OBSERVED

☐ 001 Tires ☐ 002 PCB's ☒ 003 Household Waste
☐ 004 Asbestos ☒ 006 Construction/Demolition Waste ☒ 007 Bulky Waste
☒ 008 Other Waste

ACTIVE CONDITIONS

☐ 015 Strong Odor ☐ 016 Waste Paper Dated Post Last Inspection ☐ 017 Vectors
☐ 018 Putrescible Waste ☐ 019 Other Evidence of Recent Dumping

PARAMETERS OBSERVED

☐ 009 Evidence of Burning ☐ 010 Waste in Water/Wetland ☐ 011 Waste in Suspected Floodway
☒ 012 Residence within 600 feet of Waste ☒ 013 Access Unrestricted ☐ 014 Permission Given to Dump

GENERAL INFORMATION

☒ 023 Pictures Taken ☒ 038 Initial Inspection ☐ 039 Follow-Up Inspection

REFERRALS

☐ 027 Air Management ☐ 028 Emergency Response ☐ 029 Water management
☐ 030 Enforcement ☐ 031 Hazardous Waste ☐ 032 Dept. of Natural Resources
☐ 034 Co. Health Dept./Solid Waste Mgmt District

COMPLIANCE ACTION NEEDED

☒ 024 Remove waste to approved solid waste management facility ☐ 025 As specified below ☐ 026 No Action Needed (In Compliance)

Comments: The 3/13/19 inspection was a follow-up to a complaint regarding disposal of solid waste as a potential fire hazard within the city limits of Spencer.

The inspection found the site had been the recycling center, Renaissance Recycling, and operated by an independent contractor. The building is enclosed with open access on the east side. Miscellaneous solid waste is stored within the building.

According to John Reed, Director, OC Health Department, the contractor had re-located to Florida in late December 2018 or early January 2019. A sub-contractor operated the facility for a brief period in early 2019. Neither the contractor or sub-contractor have been to the site in the past 2 months.

Access to the site is available through a collapsed wooden fence. Observed on the back lot were c/d debris piles including painted wood, painted household doors, window frames, insulation, paneling, and electrical parts. Plastic containers including anti-freeze and motor oil containers, household furniture, household decorations, yard tools and piles of miscellaneous solid waste are throughout the back lot. There were also boxes of aluminum cans, metal cans, plastic containers and a container of rusted cans.

329 IAC 10-4-2 Acts Prohibited, states, "No person shall cause or allow the storage, containment, processing, or disposal of solid waste in a manner which creates a threat to human health or the environment, including the creating of a fire hazard, vector attraction, air or water pollution, or other contamination." Also, IC 13-30-2-1 states that a person may not "Deposit or cause or allow the deposit of any contaminants or solid waste upon the land, except through the use of sanitary landfills, incineration, composting, garbage grinding, or another method acceptable to the solid waste management board."

All waste must be disposed at a state permitted final disposal facility. Disposal receipts must be submitted to the IDEM Solid Waste Compliance Inspector. A follow-up inspection will be done with 45 days.

Failure to come into compliance may result in a referral to IDEM's Land Enforcement Section.

Confidential Information

In accordance with 329 IAC 6.1 (<http://www.in.gov/legislative/iac/T03290/A00061.PDF>) a person submitting information to the department for which confidential treatment is requested shall make a written claim of confidentiality at the time of submittal of the information. A person may request confidential treatment of information at the time the information is acquired through the actions of the department, such as inspections. The written claim for confidential treatment may be broad, but must be sufficiently clear to allow for accurate identification of the information claimed to be confidential. In accordance with 329 IAC 6.1-4-1(d), supporting information must be submitted to the commissioner within five (5) working days from the time the information claimed as confidential is acquired by the department. A person submitting a claim of confidentiality shall designate and segregate the information and the supporting information to which the claim applies in a manner that is sufficiently clear to allow the department to identify all confidential claim materials. Confidential information may include (but is not limited to) written or printed material, maps, charts, photographs, or samples (see definition of information at 329 IAC 6.1-2-8). The undersigned Owner/Representative has alleged information acquired during this inspection ☐ does ☒ does not (check one) contain confidential information. A check in the "does" box is not a written claim for confidential treatment of information acquired during this inspection.

Notice of Oral Report

In accordance with IC 13-14-5 an oral report of the inspection was provided to the undersigned Owner/Agent at the conclusion of the inspection. The oral report includes any specific matters discovered during the inspection that the IDEM representative believes may be a violation of a law or of a permit issued by the department. The report does not include matters not evident to the IDEM representative or any fact that indicates an intentional, a knowing, or a reckless violation.

Received by: [Click here to enter text.](#)

E-mail Address: [Click here to enter text.](#)

Date Emailed by Inspector: [Click here to enter a date.](#)

☒ Needs Mailed



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Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

June 3, 2019

Mr. Gordan Wells
546 W. Phillips Road
Spencer, Indiana 47460

Dear Mr. Wells:

Re: **Violation Letter**
Franklin & Sycamore Streets
Spencer, Owen County

On 5/15/19, a representative of the Indiana Department of Environmental Management, Office of Land Quality, conducted a follow-up inspection of Renaissance Recycling on the corner of Franklin and Sycamore Streets located at Spencer, Indiana. This inspection was conducted pursuant to IC 13-14-2-2. For your information, and in accordance with IC 13-14-5, a summary of the inspection is provided below:

Type of Inspection: Follow-up/RM 85824

Results of Inspection: Violations were observed (see attached inspection report).

Please direct any response to this letter and any questions to Kaye Driskill, 317-407-0079 or at kdriskil@idem.in.gov. Thank you for your attention to this matter.

Sincerely,

David E. Holder, Director
Southwest Regional Office

DEH:mkd

Enclosure

cc: Owen County Health Department
Owen County Solid Waste Management District

**REPORT OF OPEN DUMP INSPECTION**

State Form 42033 (r/2-00)

Indiana Department of Environmental Management
Solid Waste Compliance Section
Office of Land Quality
100 North Senate Avenue, Room N-1101
Indianapolis, Indiana 46204-2251

Inspector Name: Kaye Driskill

Inspector Phone: 317-407-0079

Inspection Date: 5/15/2019

Time In: 12:00PM

Time Out: 1:00PM

GENERAL INFORMATION

Name of registration or Tempo (RM):
RM 85824 - Wells

Location: Franklin & Sycamore
Streets, Spencer

County: Owen

PROPERTY OWNER(S)

Name(s) of property owner(s) and/or Company: Gordan Wells

Address (number, city, state, and zip code): 546 W Phillips Road, 47460

Email Address: Unknown

Telephone #: Unknown

RESPONSIBLE PARTY(IES)

Name(s) of property owner(s) and/or Company: Same as Above

Address (number, city, state, and zip code): [Click here to enter text.](#)Email Address: [Click here to enter text.](#)Telephone #: [Click here to enter text.](#)**ACREAGE**

☐ 020 Less Than ¼ Acre ☒ 021 Between ¼ Acre & 1 Acre ☐ 022 Greater than 1 Acre

SOLID WASTE OBSERVED

☐ 001 Tires ☐ 002 PCB's ☒ 003 Household Waste
☐ 004 Asbestos ☒ 006 Construction/Demolition Waste ☒ 007 Bulky Waste
☒ 008 Other Waste

ACTIVE CONDITIONS

☐ 015 Strong Odor ☐ 016 Waste Paper Dated Post Last Inspection ☐ 017 Vectors
☐ 018 Putrescible Waste ☐ 019 Other Evidence of Recent Dumping

PARAMETERS OBSERVED

☐ 009 Evidence of Burning ☐ 010 Waste in Water/Wetland ☐ 011 Waste in Suspected Floodway
☒ 012 Residence within 600 feet of Waste ☒ 013 Access Unrestricted ☐ 014 Permission Given to Dump

GENERAL INFORMATION

☒ 023 Pictures Taken ☐ 038 Initial Inspection ☒ 039 Follow-Up Inspection

REFERRALS

☐ 027 Air Management ☐ 028 Emergency Response ☐ 029 Water management
☐ 030 Enforcement ☐ 031 Hazardous Waste ☐ 032 Dept. of Natural Resources
☐ 034 Co. Health Dept./Solid Waste Mgmt District

COMPLIANCE ACTION NEEDED

☒ 024 Remove waste to approved solid waste management facility ☐ 025 As specified below ☐ 026 No Action Needed (In Compliance)

Comments: The 5/15/19 inspection was a follow-up inspection to the initial 3/13/19 inspection.

The inspection found some progress towards compliance had been made. A partially filled collection container was noted. There was also a collection container holding aluminum cans on site.

Also found was an opened gate to a holding area containing televisions. The area had not been accessed during the initial inspection.

Remaining on site are piles of debris including painted wood, painted household doors, window frames, insulation, paneling, and electrical parts. Plastic containers including anti-freeze and motor oil containers, yard tools and piles of miscellaneous solid waste are throughout the back lot. An unopened 55 gallon barrel labelled "Flammable Liquid" and propane tanks were noted.

While progress has been made, the site continues to be in violation of 329 IAC 10-4-2:

"329 IAC 10-4-2 Acts Prohibited, states, No person shall cause or allow the storage, containment, processing, or disposal of solid waste in a manner which creates a threat to human health or the environment, including the creating of a fire hazard, vector attraction, air or water pollution, or other contamination." Also, IC 13-30-2-1 states that a person may not "Deposit or cause or allow the deposit of any contaminants or solid waste upon the land, except through the use of sanitary landfills, incineration, composting, garbage grinding, or another method acceptable to the solid waste management board."

All waste must be disposed at a state permitted final disposal facility. Disposal receipts must be submitted to the IDEM Solid Waste Compliance Inspector. A follow-up inspection will be done within 60 days.

Failure to come into compliance may result in a referral to IDEM's Land Enforcement Section.

Confidential Information

In accordance with 329 IAC 6.1 (<http://www.in.gov/legislative/iac/T03290/A00061.PDF>) a person submitting information to the department for which confidential treatment is requested shall make a written claim of confidentiality at the time of submittal of the information. A person may request confidential treatment of information at the time the information is acquired through the actions of the department, such as inspections. The written claim for confidential treatment may be broad, but must be sufficiently clear to allow for accurate identification of the information claimed to be confidential. In accordance with 329 IAC 6.1-4-1(d), supporting information must be submitted to the commissioner within five (5) working days from the time the information claimed as confidential is acquired by the department. A person submitting a claim of confidentiality shall designate and segregate the information and the supporting information to which the claim applies in a manner that is sufficiently clear to allow the department to identify all confidential claim materials. Confidential information may include (but is not limited to) written or printed material, maps, charts, photographs, or samples (see definition of information at 329 IAC 6.1-2-8). The undersigned Owner/Representative has alleged information acquired during this inspection ☐ does ☒ does not (check one) contain confidential information. A check in the "does" box is not a written claim for confidential treatment of information acquired during this inspection.

Notice of Oral Report

In accordance with IC 13-14-5 an oral report of the inspection was provided to the undersigned Owner/Agent at the conclusion of the inspection. The oral report includes any specific matters discovered during the inspection that the IDEM representative believes may be a violation of a law or of a permit issued by the department. The report does not include matters not evident to the IDEM representative or any fact that indicates an intentional, a knowing, or a reckless violation.

Received by: [Click here to enter text.](#)

E-mail Address: [Click here to enter text.](#)

Date Emailed by Inspector: [Click here to enter a date.](#)

☒ Needs Mailed



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

5/15/19; 12:00

Others Present

N/A

Description

Miscellaneous solid waste. Some debris removed since last inspection (3/13/19)



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

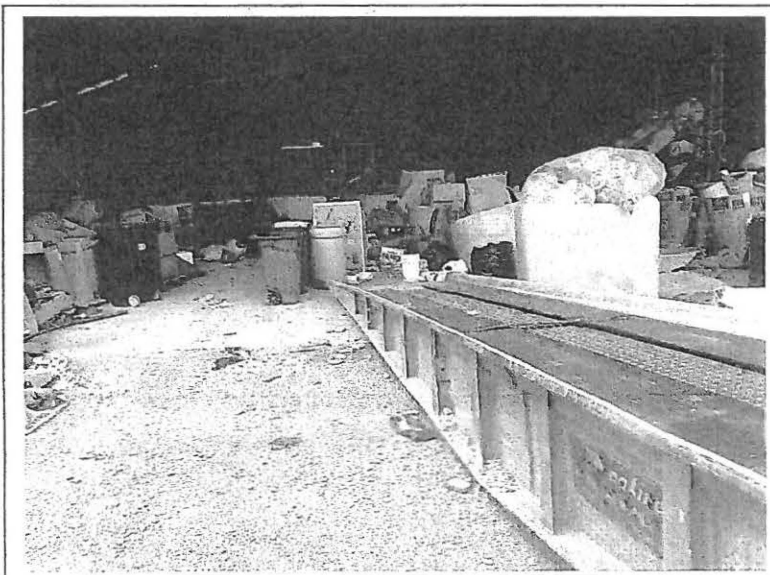
5/15/19; 12:00

Others Present

N/A

Description

Miscellaneous solid waste. Some debris removed since last inspection (3/13/19)



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

5/15/19; 12:00

Others Present

N/A

Description

Miscellaneous solid waste. Some debris removed since last inspection (3/13/19)



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

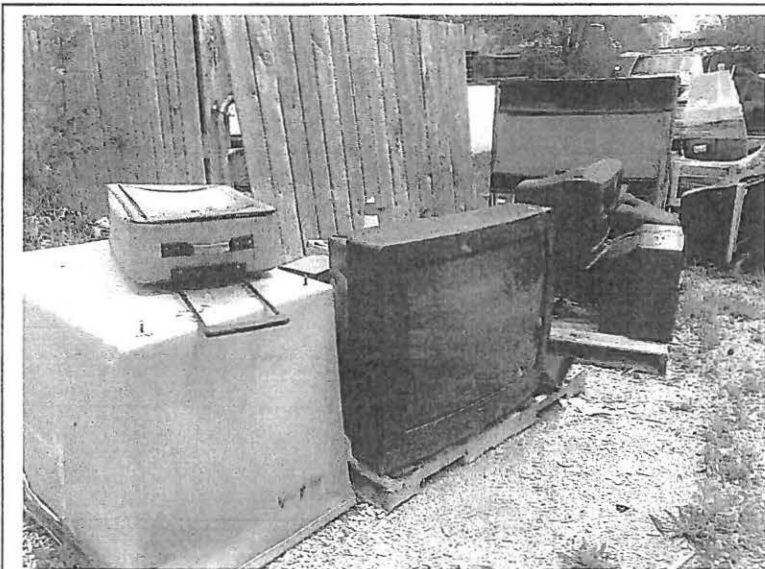
5/15/19; 12:00

Others Present

N/A

Description

Gate opened since last inspection, area stored with televisions



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

5/15/19; 12:00

Others Present

N/A

Description

Gate opened since last inspection, area stored with televisions



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

5/15/19; 12:00

Others Present

N/A

Description

Miscellaneous solid waste, propane tanks



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

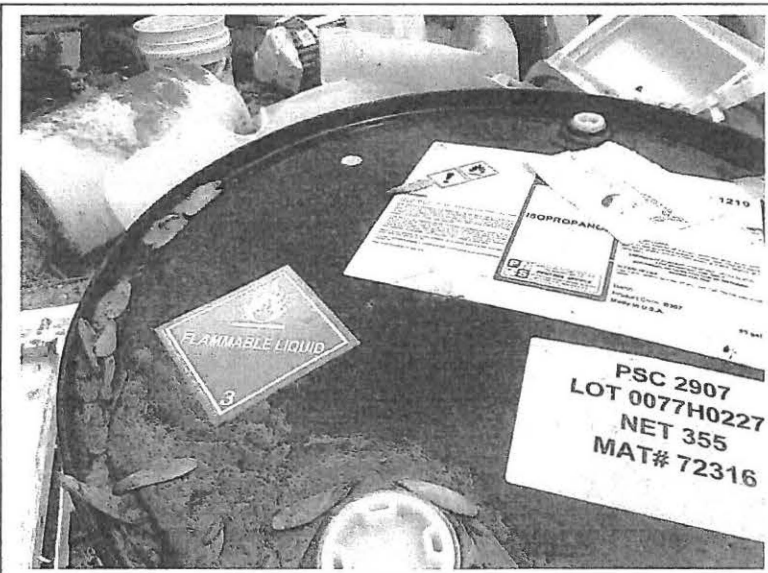
5/15/19; 12:00

Others Present

N/A

Description

Miscellaneous solid waste



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

5/15/19; 12:00

Others Present

N/A

Description

Unopened 55 gallon barrel marked "Flammable Liquid"



Facility Name

Gordon Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

5/15/19; 12:00

Others Present

N/A

Description

Miscellaneous solid waste



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Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

August 14, 2019

Mr. Gordan Wells
546 West Phillips Road
Spencer, Indiana 47460

Dear Mr. Wells:

Re: **Inspection/Violation Summary Letter**
Franklin & Sycamore Streets
Spencer, Owen County

On July 15, 2019, a representative of the Indiana Department of Environmental Management, Office of Land Quality, conducted an inspection of Renaissance Recycling on the corner of Franklin and Sycamore Streets located in Spencer, Indiana. This inspection was conducted pursuant to IC 13-14-2-2. For your information, and in accordance with IC 13-14-5, a summary of the inspection is provided below:

Type of Inspection: Follow-Up/RM 85824

Results of Inspection: Violations were observed (see attached inspection report).

Please direct any questions regarding this letter to Kaye Driskill, 317-407-0079 or kdriskil@idem.in.gov.

Sincerely,

Nicholas Carr, Director
Southwest Regional Office

NC:mkd
Enclosure

cc: Owen County Health Department
Owen County Solid Waste Management District

**REPORT OF OPEN DUMP INSPECTION**

State Form 42033 (r2/2-00)

Indiana Department of Environmental Management
Solid Waste Compliance Section
Office of Land Quality
100 North Senate Avenue, Room N-1101
Indianapolis, Indiana 46204-2251

Inspector Name: Kaye Driskill

Inspector Phone: 317-407-0079

Inspection Date: 7/15/19

Time In: 1:00PM

Time Out: 1:45PM

GENERAL INFORMATION

Name of registration or Tempo (RM):
RM 85824 - Wells

Location: Franklin & Sycamore
Streets, Spencer

County: Owen

PROPERTY OWNER(S)

Name(s) of property owner(s) and/or Company: Gordan Wells

Address (number, city, state, and zip code): 546 W Phillips Road, 47460

Email Address: Unknown

Telephone #: Unknown

RESPONSIBLE PARTY(IES)

Name(s) of property owner(s) and/or Company: Same as Above

Address (number, city, state, and zip code): [Click here to enter text.](#)Email Address: [Click here to enter text.](#)Telephone #: [Click here to enter text.](#)**ACREAGE**

☐ 020 Less Than ¼ Acre ☒ 021 Between ¼ Acre & 1 Acre ☐ 022 Greater than 1 Acre

SOLID WASTE OBSERVED

☐ 001 Tires ☐ 002 PCB's ☒ 003 Household Waste

☐ 004 Asbestos ☒ 006 Construction/Demolition Waste ☒ 007 Bulky Waste

☒ 008 Other Waste

ACTIVE CONDITIONS

☐ 015 Strong Odor ☐ 016 Waste Paper Dated Post Last Inspection ☐ 017 Vectors

☐ 018 Putrescible Waste ☐ 019 Other Evidence of Recent Dumping

PARAMETERS OBSERVED

☐ 009 Evidence of Burning ☐ 010 Waste in Water/Wetland ☐ 011 Waste in Suspected Floodway

☒ 012 Residence within 600 feet of Waste ☒ 013 Access Unrestricted ☐ 014 Permission Given to Dump

GENERAL INFORMATION

☒ 023 Pictures Taken ☐ 038 Initial Inspection ☒ 039 Follow-Up Inspection

REFERRALS

☐ 027 Air Management ☐ 028 Emergency Response ☐ 029 Water management

☐ 030 Enforcement ☐ 031 Hazardous Waste ☐ 032 Dept. of Natural Resources

☐ 034 Co. Health Dept./Solid Waste Mgmt District

COMPLIANCE ACTION NEEDED

☒ 024 Remove waste to approved solid waste management facility ☐ 025 As specified below ☐ 026 No Action Needed (In Compliance)

Comments: The 7/15/19 inspection was a follow-up to the 5/15/19 inspection.

The inspection found a significant amount of materials/solid waste have been removed from the facility since the last inspection. The storage building is approximately 75% cleared of materials. Materials including c/d debris, insulation, paneling, household furniture, and yard tools have also been removed from the grounds around the building.

Remaining on site are household fixtures, plastic containers, televisions and miscellaneous debris, aluminum cans and metal cans.

According to the operator, Tim Swank, the materials/solid waste have been removed to an approved solid waste management facility. Disposal receipts will be submitted to the IDEM Solid Waste Compliance Inspector upon completion of the clean-up. Mr. Swank plans to have the site completely cleaned up within 45-60 days from the date of the 7/15/19 inspection.

329 IAC 10-4-2 Acts Prohibited, states, "No person shall cause or allow the storage, containment, processing, or disposal of solid waste in a manner which creates a threat to human health or the environment, including the creating of a fire hazard, vector attraction, air or water pollution, or other contamination." Also, IC 13-30-2-1 states that a person may not "Deposit or cause or allow the deposit of any contaminants or solid waste upon the land, except through the use of sanitary landfills, incineration, composting, garbage grinding, or another method acceptable to the solid waste management board."

All waste must be disposed at a state approved solid waste management facility. Disposal and/or recycling receipts must be submitted to the IDEM Solid Waste Compliance Inspector. A follow-up inspection will be done with 45 days.

Failure to come into compliance may result in a referral to IDEM's Land Enforcement Section.

Confidential Information

In accordance with 329 IAC 6.1 (<http://www.in.gov/legislative/iac/T03290/A00061.PDF>) a person submitting information to the department for which confidential treatment is requested shall make a written claim of confidentiality at the time of submittal of the information. A person may request confidential treatment of information at the time the information is acquired through the actions of the department, such as inspections. The written claim for confidential treatment may be broad, but must be sufficiently clear to allow for accurate identification of the information claimed to be confidential. In accordance with 329 IAC 6.1-4-1(d), supporting information must be submitted to the commissioner within five (5) working days from the time the information claimed as confidential is acquired by the department. A person submitting a claim of confidentiality shall designate and segregate the information and the supporting information to which the claim applies in a manner that is sufficiently clear to allow the department to identify all confidential claim materials. Confidential information may include (but is not limited to) written or printed material, maps, charts, photographs, or samples (see definition of information at 329 IAC 6.1-2-8). The undersigned Owner/Representative has alleged information acquired during this inspection ☐ **does** ☒ **does not** (check one) contain confidential information. A check in the "does" box is not a written claim for confidential treatment of information acquired during this inspection.

Notice of Oral Report

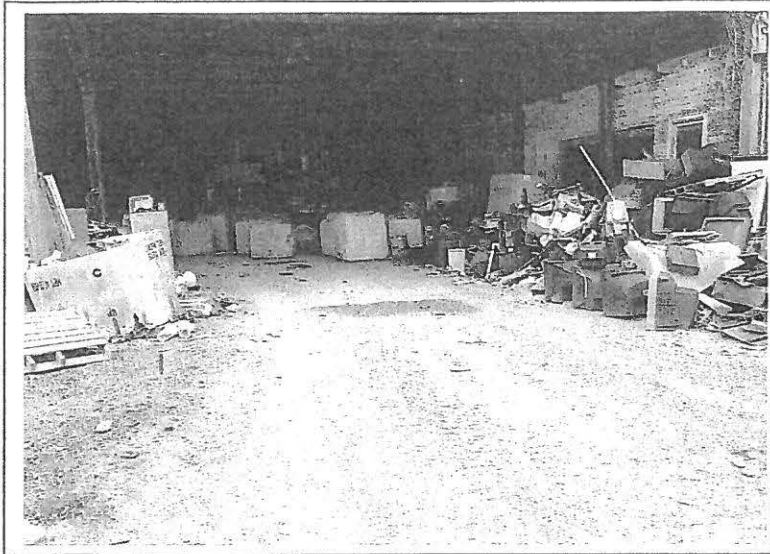
In accordance with IC 13-14-5 an oral report of the inspection was provided to the undersigned Owner/Agent at the conclusion of the inspection. The oral report includes any specific matters discovered during the inspection that the IDEM representative believes may be a violation of a law or of a permit issued by the department. The report does not include matters not evident to the IDEM representative or any fact that indicates an intentional, a knowing, or a reckless violation.

Received by: [Click here to enter text.](#)

E-mail Address: [Click here to enter text.](#)

Date Emailed by Inspector: [Click here to enter a date.](#)

☒ Needs Mailed



Facility Name

Gordan Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

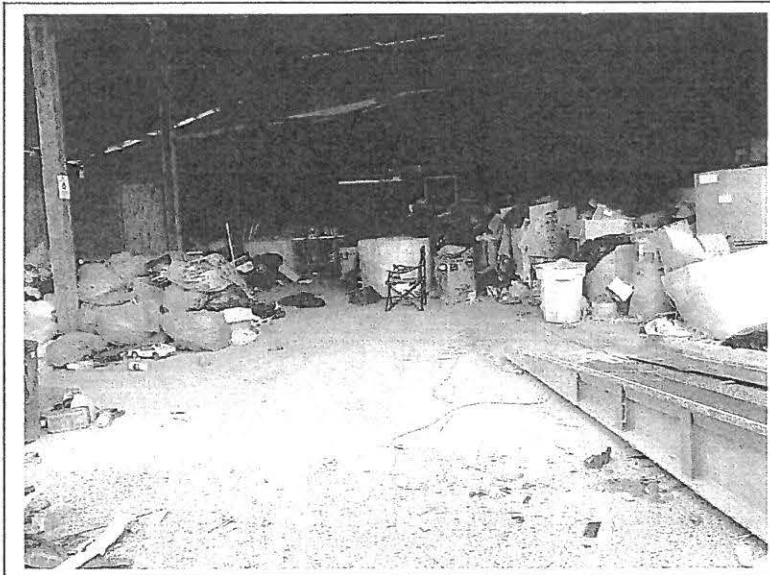
7/15/19, 1:00

Others Present

Tim Swank, Operator

Description

Approximately 75% of materials removed from the building since last inspection (5//15/19).



Facility Name

Gordan Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

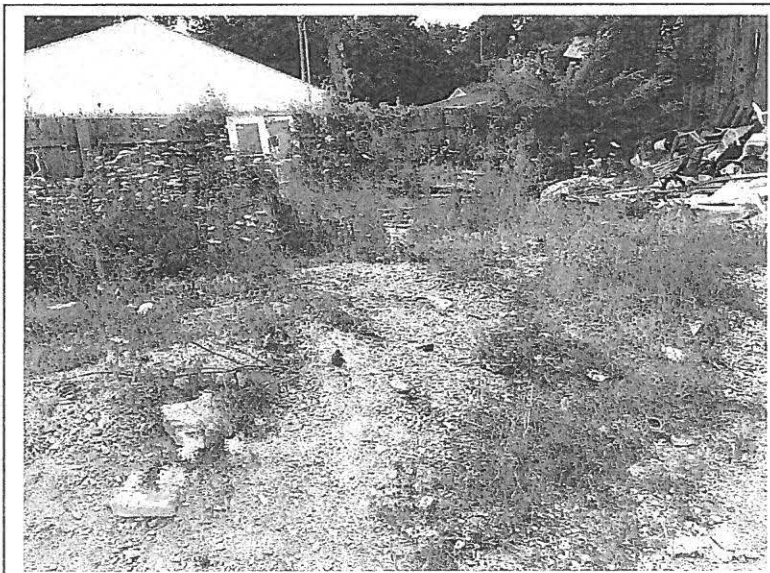
7/15/19, 1:00

Others Present

Tim Swank, Operator

Description

Approximately 75% of materials removed from the building since last inspection (5//15/19).



Facility Name

Gordan Wells
546 W Phillips Road, Spencer

Photographer

Kaye Driskill, IDEM Inspector

Date/Time

7/15/19, 1:00

Others Present

Tim Swank, Operator

Description

Household furniture removed

DULY ENTERED

SEP 09 2008

Auditor Owen County
Dee K. Lawson



* 1 7 7 1 9 8 3 *

177198

JULIE BANDY
OWEN COUNTY RECORDER
09/09/2008 12:04:27PM
REC FEE:20.00
PAGES: 3

Mail tax statement to:

E & G Properties LLC

705 E. IND. AV

Spencer, Indiana 47460

WARRANTY DEED

This Indenture witnesseth, That Linda Kay Winders, the surviving unmarried spouse of Danuel G. Winders Grantor of OWEN County, in the State of Indiana, CONVEYS AND WARRANTS TO E & G Properties LLC, (Grantee) of Owen County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described property situated in Owen County, in the State of Indiana:

Beginning at the South end of the cement sidewalk on the east side of Sycamore Street at the junction of the North line of the alley (Pierson Street) along the North side of the J. L. Pierson Second Addition to the Town of Spencer, with the East line of said Sycamore Street near the Southwest corner of the lumber sheds of J.A. McHaley Lumber Yards and running thence East along the North line of said alley 171.7 feet; thence North 132.1 feet to the South line of railroad right of way being at a point 64.50 feet South of the North line of the cement side walk on the North side of Franklin Street; thence South of West along the South line of the railroad right of way to a point on the East line of said Sycamore Street 90.7 feet North of the place of beginning. The Northwest corner of said tract being at a point 103.3 feet South of the North side of the cement walk on the North side of Franklin Street in Spencer and thence South 90.7 feet to the place of beginning, all being in Section 20, Township 10 North, Range 3 West.

AND ALSO: Beginning at a point 10 feet west of a stone which stands 145.2 feet North and 244.6 feet West of the Southwest corner of Lot Number 255 in the Town of Spencer, Indiana, and running thence West 46 feet; thence North about 130 feet to the South line of the Indianapolis and Vincennes Railroad right of way; thence East along the South line of said right of way to a point due North of the place of beginning (about 46 feet), thence South to the place of beginning.

AND ALSO: Commencing at a point where the South side of the Spencer and Bowling Green State Road crosses the West line of Spencer; thence West 13 rods; thence South 55 feet; thence East 13 rods; thence North to the place of beginning.

EXCEPTING THEREFROM: From the Southwest corner of Lot #255 in the Town of Spencer proceed North 89 degrees 55 minutes 00 seconds West for a distance of 31.00 feet; thence North 00 degrees 11 minutes 20 seconds East (an assumed bearing) for a distance of 237.40 feet to a 5/8" x 30" rebar with cap set on the West side of an existing sidewalk for a point of beginning (REF.: Deed Record 148, page 193 of the Owen County Recorder's Office)



required by law. John J. Fuhs.

This instrument prepared by John J. Fuhs (#7014-60), Attorney at Law, 59 E. Franklin Street, P. O. Box 107, Spencer, IN 47460 812-829-4848 at the request of the Grantor, based solely on information supplied by one or more of the parties to this instrument, and without examination of survey, title, or abstract. The preparer assumes no liability for any errors, inaccuracies, or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by the execution and the acceptance of this instrument. Grantor(s) and Grantee(s) also acknowledge that this document has been prepared in accordance with their agreement to sell/purchase the property.

RECEIVED FOR RECORD
 This 24th day of Feb 2000
 at 11:40 o'clock a m
 and recorded in land record no 195 p 484

JLY ENTERED FOR TAXATION

FEB 24 2000

131174

And to: Owen County
Edmund J. Stroder

QUITCLAIM DEED

Recorder Owen County

Margaret Tucker

THIS INDENTURE WITNESSETH, That DANUEL G. WINDERS, ("Grantor") of Owen County, in the State of Indiana, hereby RELEASES AND QUITCLAIMS to DANUEL G. WINDERS and LINDA KAY WINDERS, husband and wife, ("Grantees"), of Owen County, State of Indiana, for LOVE AND AFFECTION, the following-described real estate located in Owen County, State of Indiana, to-wit:

A part of the east half of the southwest quarter of Section eighteen (18), Township Ten (10) north, Range three (3) west, and a part of the northeast quarter of the northwest quarter of Section nineteen (19), Township ten (10) north, Range three (3) west, and more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of Section eighteen (18); thence along the east line of said quarter section north one (01) degree three (03) minutes twenty-one (21) seconds west 2615.91 feet to the northeast corner of said quarter section; thence along the north line of said quarter section north eighty-nine (89) degrees fifty-four (54) minutes eight (08) seconds west 1255.66 feet to the northwest corner of the east half of the southwest quarter of said quarter section; thence along the west line of said east half of the southwest quarter south zero (00) degrees fifty-four minutes forty-six (46) seconds east 1681.48 feet; thence leaving said west line east 962.82 feet; thence south one (01) degree three (03) minutes twenty-one (21) seconds east 936.50 feet; thence to a point on the south line of said quarter section; thence south zero (00) degrees twenty-five (25) minutes zero (00) seconds east 1087.50 feet; thence north eighty-nine (89) degrees fifty-five (55) minutes forty-two (42) seconds west 736.25 feet; thence north thirty-six (36) degrees nine (09) minutes seventeen (17) seconds west 138.06 feet; thence north zero (00) degrees twenty-four (24) minutes fourteen (14) seconds west 334.13 feet; thence north eighty-nine (89) degrees fifty-five (55) minutes forty-two (42) seconds west 148.50 feet to the west line of the northeast quarter of the northwest quarter of section nineteen (19); thence along said west line south zero (00) degrees twenty-four (24) minutes fourteen (14) seconds east 693.00 feet to the southwest corner of said quarter quarter section; thence along the south line of said quarter quarter section south eighty-nine (89) degrees fifty-five (55) minutes forty-two (42) seconds east 1262.47 feet to the south east corner of said quarter quarter section; thence along the east line of said quarter quarter north zero (00) degree twenty-five (25) minutes zero (00) seconds west 1335.58 feet to the point of beginning.

Containing 16.21 acres, more or less in Section 19.

Containing 54.90 acres, more or less in Section 18.

Containing 71.11 acres, more or less in all.

Edmund J. Stroder

ALSO:

A part of the northeast quarter of the northwest quarter of Section nineteen (19), Township ten (10) north, Range three (3) west and a part of the southeast quarter of the southwest quarter of Section eighteen (18), Township ten (10) north, Range three (3) west, and more particularly described as follows:

Commencing at the northwest corner of the northeast quarter of the northwest quarter of Section nineteen; thence along the west line of said quarter quarter section south 00 degrees 24 minutes 14 seconds east 1086.30 feet; thence leaving said west line south 89 degrees 55 minutes 42 seconds east 915.42 feet to the TRUE POINT OF BEGINNING of the tract herein conveyed; thence continuing south 89 degrees 55 minutes 42 seconds east 50 feet to a point; thence north 00 degrees 25 minutes 00 seconds west 1087.50 feet to a point on the north line of said quarter quarter section; thence north 01 degree 03 minutes 21 seconds west 486.50 feet to a point; thence west 50 feet parallel with the south line of this tract to a point; thence south 1574.00 feet parallel with the east line of this tract to the point of beginning. Containing 1.25 acres, more or less, in Section 19 and 0.56 acres, more or less, in Section 18, and containing 1.81 acres, more or less, in both Sections.

EXCEPT A part of the northeast quarter of the northwest quarter of Section 19, Township 10 north, Range 3 west of the Second Principal Meridian located in Washington Township, Owen County, Indiana and described as follows: From the northwest corner of the northeast quarter of the northwest quarter of Section 19 (Township and Range aforesaid) proceed south with the west line of said quarter quarter 640.79 feet for a point of beginning; thence south 89 degrees 55 minutes 42 seconds east for a distance of 148.50 feet; thence south 00 degrees 24 minutes 14 seconds east for a distance of 334.13 feet; thence south 36 degrees 09 minutes 17 seconds east for a distance of 138.06 feet; thence north 89 degrees 55 minutes 42 seconds west for a distance of 229.17 feet; thence north 00 degrees 24 minutes 14 seconds west (a bearing of record) with the west line of said quarter quarter for a distance of 445.51 feet to the point of beginning, containing 1.62 acres, more or less.

Also: A thirty foot easement for the purpose of egress and ingress; 15.00 feet northerly and 15.00 feet southerly of the following described centerline: Beginning at the southeast corner of the northeast quarter of the northwest quarter of Section nineteen (19), Township ten (10) north, Range three (3) west, on an existing road; thence north sixty-seven (67) degrees thirty-two (32) minutes fifty-five (55) seconds west 591.86 feet; thence north eighty-nine (89) degrees fifty-five (55) minutes forty-two (42) seconds west 250.00 feet; thence south eighty-one (81) degrees five (05) minutes forty-nine (49) seconds west 149.64 feet; thence north sixty-seven (67) degrees thirty-four (34) minutes fifty-one (51) seconds west 88.10 feet; thence north thirty-six (36) degrees nine (09) minutes nineteen (19) seconds west 14.87 feet.

EXCEPT:

A part of the northeast quarter of the northwest quarter of Section Eighteen (18) Township Ten (10) north, Range Four (4) west, and more particularly described as follows: Beginning at the southeast (SE) corner of the southwest (SW) quarter of Section eighteen (18); thence along the east line of said quarter section south 1335.38 feet to a



point; thence west for a distance of 50.0 feet to the true point of beginning (which point is the southeast corner of a certain 43.18 acre parcel described on page 1 in a Warranty Deed recorded as Instrument No. 087378 in Deed Record 163, page 77); thence west for a distance of 912.47 feet to a point (which point is the southwest corner of a certain 1.62 acre parcel described on page 2 in a Warranty Deed recorded as Instrument No. 087378 in Deed Record 163, page 77); thence south for a distance of 247.49 feet to a rebar; thence east for a distance of 912.47 feet to the point of beginning. Containing 5.18 acres, more or less.

ALSO:

Beginning at the south end of the cement sidewalk on the east side of Sycamore Street at the junction of the north line of the alley (Pierson Street) along the north side of the J.L. Pierson Second Addition to the Town of Spencer, with the east line of said Sycamore Street near the southwest corner of the lumber sheds of J.A. McHaley Lumber Yards and running thence east along the north line of said alley 171.7 feet; thence north 132.1 feet to the south line of railroad right of way being at a point 64.50 feet south of the north line of the cement side walk on the north side of Franklin Street; thence south of west along the south line of the railroad right of way to a point on the east line of said Sycamore Street 90.7 feet north of the place of beginning. The northwest corner of said tract being at a point 103.3 feet south of the north side of the cement walk on the north side of Franklin Street in Spencer and thence south 90.7 feet to the place of beginning, all being in Section 20, township 10 north, Range 3 west.

ALSO:

Commencing at a point where the south side of the Spencer and Bowling Green State Road crosses the west line of Spencer; thence west 13 rods; thence south 55 feet; thence east 13 rods; thence north to the place of beginning.

ALSO:

Beginning at a point 10 feet west of a stone which stands 145.2 feet north and 244.6 feet west of the southwest corner of Lot Number 255 in the town of Spencer, Indiana, and running thence west 46 feet; thence north about 130 feet to the south line of the Indianapolis and Vincennes Railroad right of way; thence east along the south line of said right of way to a point due north of the place of beginning (about 46 feet), thence south to the place of beginning.

ALSO:

Beginning at the southeast corner of Lot No. 1 in Franklin's Addition to the Town of Spencer, Indiana, and running north 40 feet thence west 137-1/2 feet, thence south 40 feet; thence east 137-1/2 feet to the place of beginning.

ALSO:

Beginning at a point 40 feet north of the southeast corner of Lot Number one (1) in Franklin's Addition to the town of Spencer, Indiana; thence north 60 feet to the northeast corner of said Lot No. One (1); thence west 125 feet; thence south (60) feet thence east 125 feet to the place of beginning. Being part of Lots 1, 2 and 3 in Franklin's Addition to the Town of Spencer, Indiana. It is understood that the Pennsylvania Railroad right of way is the northern boundary of the real estate described.



ALSO: 58 feet off the north side of Lots number 18 and 19 in Franklin's addition to the Town of Spencer, Owen County, Indiana.

ALSO:

Beginning at a point 5 feet west of the northeast corner of Lot Number 3 in Franklin's Addition to the Town of Spencer, Indiana; thence west 30 feet; thence south 100 feet to the street; thence east 17-1/2 feet; thence north 40 feet; thence east 12-1/2 feet; thence north 60 feet to the place of beginning, being a part of Lot Number 3 in Franklin's Addition to the Town of Spencer, Indiana, subject to the I & V railroad side tract on the north side.

IN WITNESS WHEREOF, Grantor herein has signed and executed this Quitclaim Deed this the 9th day of February, 2000.


Danuel G. Winders

STATE OF INDIANA
COUNTY OF OWEN

SS:

Before me, a Notary Public within in for said County and State, personally appeared Danuel G. Winders, who acknowledged the execution of the foregoing Quitclaim Deed this the 9th day of February, 2000.

WITNESS my hand and official Seal.

My Commission Expires:
9-27-07


George B. Mathes, Notary Public
A resident of Owen County, IN

PREPARED BY:
George B. Mathes
Attorney at Law
P.O. Box 393
26 West Franklin Street
Spencer, Indiana 47460
812/829-4841
#9079-60

61976

QUITCLAIM DEED

RECEIVED FOR

this 22 day of Aug 1983

at 11:30 o'clock A M

and recorded in Deed record at 44 p. 247

THIS INDENTURE WITNESSETH, That Clayton Winders & Sons, a partnership, Robert K. Winders, Edward C. Winders and Barbara L. Winders ("Grantors") of Owen County in the State of Indiana QUITCLAIM to Danuel G. Winders of Owen County in the State of Indiana for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Owen County, Indiana:

See attached Exhibit A which is incorporated herein and made a part hereof for the complete legal description of the real estate herein conveyed.

IN WITNESS WHEREOF, the Grantors have executed this deed, this 12th day of August, 1983.

CLAYTON WINDERS & SONS

By: Edward C. Winders
Edward C. WindersEdward C. Winders
Edward C. Winders, individuallyBy: Robert K. Winders
Robert K. WindersRobert K. Winders
Robert K. Winders, individuallyBy: Danuel G. Winders
Danuel G. WindersBarbara L. Winders
Barbara L. Winders, individually

STATE OF INDIANA)
COUNTY OF OWEN) SS:

Before me, a Notary Public in and for said County and State, personally appeared Edward C. Winders, Robert K. Winders and Barbara L. Winders and Danuel G. Winders, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 12th day of August, 1983.

My Commission Expires:

May 20, 1984

Maxine L. Mason
Maxine L. Mason
Notary Public, Resident of
Owen County, Indiana



Betty Matthews
Owen County Recorder

This instrument was prepared by Elmer E. Lyon, attorney at law.

DULY ENTERED FOR TAXATION
THIS 17th DAY OF Dec 1983

Margaret Tucker

Auditor, Owen County

Tract #1:

Beginning at the Southeast corner of lot No. 1 in Franklin's Addition to the Town of Spencer, Indiana, and running north 40 feet thence west 137-1/2 feet, thence south 40 feet; thence east 137-1/2 feet to the place of beginning.

ALSO, beginning at a point 40 feet north of the southeast corner of Lot Number one (1) in Franklin's Addition to the town of Spencer, Indiana, thence north 60 feet to the northeast corner of said Lot No. One (1); thence west 125 feet; thence south (60) feet thence east 125 feet to the place of beginning. Being part of lots 1, 2 and 3 in Franklin's Addition to the Town of Spencer, Indiana. It is understood that the Pennsylvania Railroad right of way is the northern boundary of the real estate described.

ALSO, beginning at a point 5 feet west of the northeast corner of Lot Number 3 in Franklin's Addition to the Town of Spencer, Indiana, thence west 30 feet; thence south 100 feet to the street; thence east 17 1/2 feet; thence north 40 feet; thence east 12-1/2 feet; thence north 60 feet to the place of beginning, being a part of Lot Number 3 in Franklin's Addition to the Town of Spencer, Indiana.

Tract #2:

Forty feet in width off of the west side of Lot Number Five (5) in Franklin's Addition to the town of Spencer. Subject to the I & V Railroad side tract on the north side.

Tract #3:

Beginning at the South end of the cement sidewalk on the east side of Sycamore Street at the junction of the north line of the alley (Pierson Street) along the north side of the J. L. Pierson Second Addition to the Town of Spencer, with the east line of said Sycamore Street near the southwest corner of the lumber sheds of J.A. McHaley Lumber Yards and running thence east along the north line of said alley 171.7 feet; thence north 132.1 feet to the south line of railroad right of way being at a point 64.50 feet south of the north line of the cement sidewalk on the north side of Franklin Street; thence south of west along the south line of the railroad right of way to a point on the east line of said Sycamore Street 90.7 feet north of the place of beginning. The northwest corner of said tract being at a point 103.3 feet south of the north side of the cement walk on the north side of Franklin Street in Spencer and thence South 90.7 feet to the place of beginning, all being in Section 20, township 10 north, range 3 West.



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Hickam & Lorenz

Attorneys at Law

*10 South Main Street, P.O. Box 46
Spencer, Indiana 47460*

TO:

Dion Novak, Remedial Project Manager
United States Environmental Agency Region 5
Superfund Division-Remedial Response Branch 2
77 West Jackson Boulevard
Chicago IL 60604-3590